

AMENDMENT NO. 2
TO THE
INTERCONNECTION AGREEMENT - ILLINOIS
BETWEEN
AMERITECH ILLINOIS
AND
GLOBAL TELDATA, INC.

The Interconnection Agreement (“the Agreement”) by and between Illinois Bell Telephone Company (referred to as “Ameritech” or “SBC-Ameritech” or “SBC-13STATE” or “SBC-12STATE”) and Global Teldata, Inc. (“CLEC” or “Requesting Carrier”) is hereby amended as follows:

- (1) Schedule 9.2.3 as added in the “Amendment 1 to the Interconnection Agreement – Illinois by and between Ameritech Illinois and Global Teldata, Inc.” (“Amendment 1”) is deleted in its entirety.
- (2) Schedule 9.2.3 attached hereto is added in its entirety. The “Shared Transport” referred to in the attached Schedule 9.2.3 shall not replace or otherwise substitute for the “Shared Transport” referred to and applicable with the provisions added by Amendment 1. The “Shared Transport” UNE defined and added by Amendment 1 and the provisions added thereby shall continue to apply with respect to Amendment 1 and the provisions added thereby.
- (3) Schedule 9.5 has been deleted in its entirety and is replaced with the new Schedule 9.5, which is attached in its entirety.
- (4) Exhibit A – Illustrative Call Flows (Usage – Sensitive ULS-ST Rate Elements) has been added and is attached hereto in its entirety.
- (5) Appendix Merger Conditions has been added and is attached hereto in its entirety.
- (6) Pricing Schedule has been amended to reflect changes and is attached hereto in its entirety.

- (7) This Amendment shall not modify or extend the Effective Date or Term of the Agreement or the donor agreement.
- (8) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE AGREEMENT, INCLUDING AMENDMENT 1, SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.
- (9) This Amendment shall be filed with and is subject to approval by the Illinois Commerce Commission (ICC) and shall become effective ten (10) days following approval by the ICC.

IN WITNESS WHEREOF, this Amendment to the Agreement was executed in triplicate on this _____ day of _____, 2001, by Ameritech Illinois, signing by and through its duly authorized representative, and Global Teldata, Inc signing by and through its duly authorized representative.

Global Teldata, Inc.

***Ameritech Illinois
by SBC Telecommunications, Inc.
Its authorized agent**

By: _____

By: _____

Title: _____

Title: President-Industry Markets

Name: _____
(Print or Type)

Name: _____
(Print or Type)

Date: _____

Date: _____

*On January 25, 1999, the United States Supreme Court issued its opinion in *AT&T Corp. v. Iowa Utilities Board*, 525 U.S. 366 (1999) (and on remand *Iowa Utilities Board v. FCC*, 219 F.3d 744 (8th Cir. 2000)) and on June 1, 1999, the United States Supreme Court issued its opinion in *Ameritech v. FCC*, No. 98-1381, 1999 WL 116994, 1999 Lexis 3671 (June 1, 1999). In addition, on July 18, 2000, the United States Court of Appeals for the Eighth Circuit issued its opinion in *Iowa Utilities Board v. FCC*, No. 96-3321, 2000 Lexis 17234 (July 18, 2000). In addition, on November 5, 1999, the FCC issued its Third Report and Order and Fourth Further Notice of Proposed Rulemaking in CC Docket No. 96-96 (FCC 99-238), including the FCC's Supplemental Order issued *In the Matter of the Local Competition Provisions of the Telecommunications Act of 1996*, in CC Docket No. 96-98 (FCC 99-370) (rel. November 24, 1999), portions of which become effective thirty (30) days following publication of such Order in the Federal Register (February 17, 2000) and other portions of which become effective 120 days following publication of such Order in the Federal Register (May 17, 2000). By executing this amendment, Ameritech does not waive any of its rights, remedies or arguments with respect to such decisions and any remands thereof, including its right to seek legal review or a stay of such decisions, or its rights contained in the Interconnection Agreement. Ameritech further notes that on April 27, 2001, the FCC released its Order on Remand and Report and Order in CC Dockets No. 96-98 and 99-68, *In the Matter of the Local Competition Provisions in the Telecommunications Act of 1996; Inter-carrier Compensation for ISP-bound Traffic* (the "ISP Inter-carrier Compensation Order.") By executing this Amendment and carrying out the inter-carrier compensation rates, terms and conditions herein, Ameritech does not waive any of its rights, and expressly reserves all of its rights, under the ISP Inter-carrier Compensation Order, including but not limited to its right to exercise its option at any time in the future to invoke the Intervening Law or Change of Law provisions and to adopt on a date specified by Ameritech the FCC ISP terminating compensation plan, after which date ISP-bound

traffic will be subject to the FCC's prescribed terminating compensation rates, and other terms and conditions.